

COMPLAINT EXHIBIT C



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May 25, 2023

Via Express Courier and Email

Dale Clendon, President and CEO
Linda Burhance, Chief Product Officer
THE MARENA GROUP, LLC
1045 Progress Circle
Lawrenceville, Georgia 30043
Email: dclendon@marenagroup.com
lburhance@marenagroup.com

Re: Notice of Willful Infringement of U.S. Patent No. 7,555,922

Dear Mr. Clendon and Ms. Burhance,

We represent EFA, Inc. d/b/a Elastic Fabrics of America (“EFA”). We are writing to you because EFA has learned your company, The Marena Group, LLC, is making, using, offering for sale, selling, and importing into the United States knitted elastomeric fabrics that infringe claims of EFA’s U.S. Patent No. 7,555,922 (the “’922 patent”). EFA demands that your company immediately cease and desist its infringing activities.

EFA is an innovative medical textiles production partner with more than fifty years of experience creating highly technical and patented compression fabrics. We understand you are already well familiar with EFA and its patents, including the ’922 patent, because your company previously entered into an Exclusive Supplier Agreement with EFA, pursuant to which EFA agreed to sell its patented style 5860 fabric exclusively to your company for a period of ten years through August 2025. In the agreement, your company acknowledged that EFA’s style 5860 is patented—*i.e.*, the ’922 patent. Your company also acknowledged it could not source the patented fabric from others without both EFA’s authorization and paying a royalty to EFA.

Your company, however, stopped sourcing the patented style 5860 from EFA and instead started making, using, offering for sale, selling, and importing into the United States a nearly identical fabric (the “Infringing Product”) without EFA’s authorization and without paying EFA a royalty. Below is an image of the Infringing Product’s label.

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The Infringing Product has virtually the same construction and specifications as EFA's patented style 5860 fabric. The similarities are summarized in the table below.

COMPARISON OF EFA'S PATENTED 5860 FABRIC AND THE INFRINGING PRODUCT		
	EFA 5860 Spec	Infringing Product Spec
Oz/yd2	8.9 - (9.4) - 9.9	9.2
CPI Courses/Inch)	53 - (56) - 59	56.5
WPI (Wales/Inch)	51 - (54) - 57	53
% Content	53% Nylon; 47% Spandex	50% Nylon / 50% Spandex
Length Stretch	220 - (245) - 270	253.6
Width Stretch	175 - (195) - 215	201.4
Bar 1 Yarn	40 denier Nylon/Polyamide; 34 filament	Nylon/Polyamide; 34 filament
Bar 2 Yarn	70 denier T-582L Lycra; 5 filament	Lycra; 5 filament
Bar 3 Yarn	300 denier T-582L Lycra; 18 filament	Lycra; 18 filament
Bar 1 Stitch	2-0/2-4/4-2/4-6/4-2/2-4//	2-0/2-4/4-2/4-6/4-2/2-4//
Bar 2 Stitch	2-4/2-0/2-4/2-0/2-4/2-0//	2-4/2-0/4-4/2-0/2-4/0-0//
Bar 3 Stitch	4-4/0-0/4-4/2-2/6-6/2-2//	4-4/0-0/4-4/2-2/6-6/2-2//

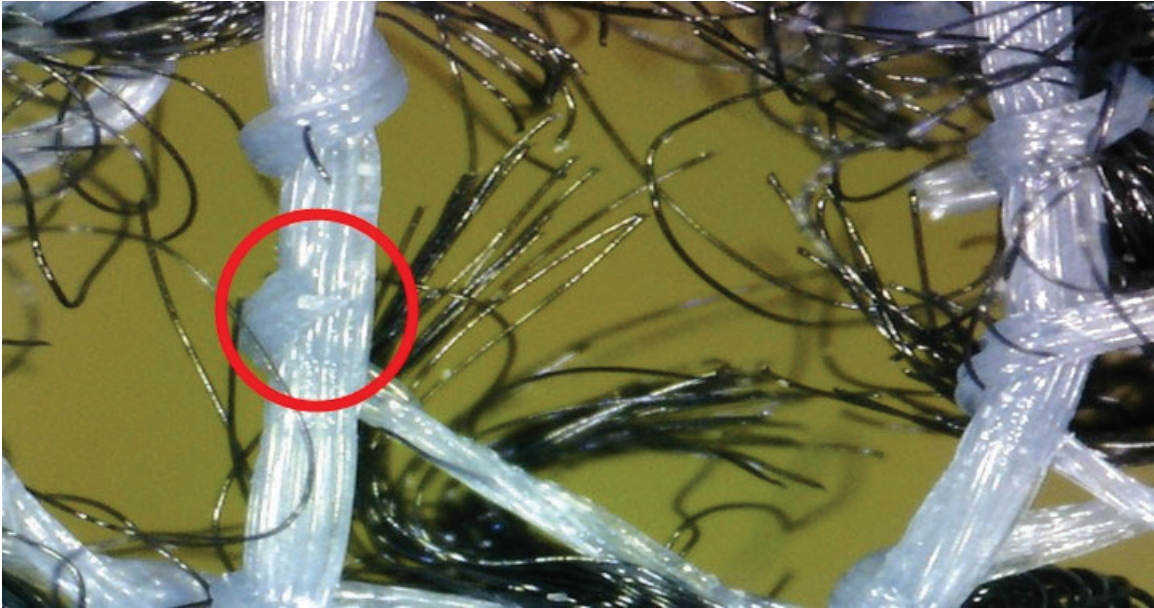
As evidenced by these similarities, the Infringing Product infringes at least claim 9 of the '922 patent. The Infringing Product is a knitted elastomeric fabric comprising: a non-

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elastic knit-in yarn; a first elastic knit-in yarn; and a second elastic laid-in yarn; wherein the first elastic knit-in yarn is fused to the second elastic laid-in yarn; wherein the first elastic knit-in yarn has a denier in the range from a first denier to a second denier; wherein the second elastic laid-in yarn has a denier in the range from a third denier to a fourth denier; and wherein the third denier is greater than the first denier and the fourth denier is greater than the second denier.

The minor difference between the Infringing Product and EFA's style 5860 fabric does not avoid infringement. That is, the Infringing Product copies EFA's 5860 stitches on every course on bars 1 and 3, but on bar 2 the knit stitches for the third and sixth courses of the Infringing Product are modified by using lay-in stitches. This does not avoid infringement, however, because the yarn remains fused to the third guide bar yarn as shown below.



Your company's willful disregard of the patent is of great concern to EFA. It has caused, and continues to cause, EFA significant harm and monetary damage. EFA, therefore, demands that your company immediately and permanently stop making, using, offering to sell, selling, and importing the Infringing Product, as well as all other products that practice one or more claims of the '922 patent. Please confirm by no later than June 2, 2023, that your company has complied with this demand.

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EFA also demands that your company provide us with the following information by June 2, 2023, so that we may discuss an amicable resolution of this matter:

1. The total number of Infringing Products your company has made, used, offered for sale, sold, and/or imported into the United States without EFA's authorization;
2. The total number of Infringing Products your company has in inventory; and
3. An accounting of your company's revenues and profits from its sales of Infringing Products without EFA's authorization.

We look forward to your prompt response by no later than June 2, 2023. If your company fails to respond to this letter, or if your company refuses to cease and desist and provide the information requested above, EFA will file a lawsuit against your company in federal court for willful patent infringement.

Please note we are writing you today regarding the specific issues described above. EFA reserves any and all rights, claims, and remedies it may have against your company.

Sincerely,



Michael J. Harris